



**DISLOCATED WORKER TRAINING  
NATIONAL EMERGENCY GRANT**

*Solicitation For Proposals*

***October 2013***

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## SOLICITATION FOR PROPOSALS

### DISLOCATED WORKER TRAINING NATIONAL EMERGENCY GRANT

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## DISLOCATED WORKER TRAINING NATIONAL EMERGENCY GRANT

### Section 1 Overview

#### A. Introduction

The Employment Development Department (EDD) and the California Workforce Investment Board (State Board) are pleased to announce the availability of approximately \$1.76 million in sub-grants. EDD and the State Board will fund projects that fill critical health care workforce skill gaps by creating opportunities for California job seekers to earn industry-valued credentials and/or developing on-the-job training, internship, and other work-based learning modalities that expedite job placement in entry-level and middle skilled health care occupations. In addition, the State Board is interested in funding projects that further advance the goals of the State Strategic Plan and build workforce system infrastructure and capacity through:

- **Collaboration** among regional partners in the development and delivery of “earn and learn” and career pathway models in the health care sector.
- **Innovation** that creates new or adapts existing approaches or accelerates application of promising practices in workforce development and skill attainment.
- **System change** that utilizes these sub-grants to incentivize adoption of proven strategies and innovations that are sustained beyond the grant period.

#### B. Project Goals and Objectives

There is an urgent need for California to expand its health care workforce capacity to achieve the goals of health care reform and to meet the health needs of its growing, increasingly diverse, and aging population. California is already experiencing statewide and regional shortages in many critical health professions, and health care employment is projected to increase by 61% from 2010 to 2030. Expansion of the health care workforce is also critical to California’s regional economies, the viability of its health organizations and to creating career opportunities for California job seekers.

California will fund up to eight projects that focus on meeting occupational and skills shortages in high-demand occupations through a health care sector strategy. Successful projects will create or expand regional partnerships that include local workforce investment boards (LWIB), America’s Job Centers of California (One-Stops), community colleges, community-based organizations, labor organizations, and health care employer associations or coalitions of health care providers. Funds may be used to provide training and earn and learn strategies (via on-the-job training [OJT], internships, or creating models for health care apprenticeships) for the long-term unemployed, veterans, and other high-need dislocated workers (such as California Work Opportunity and Responsibility to Kids [CalWORKs] participants). Particular emphasis is placed on:

- Expanding the scale of credential or certificate programs in regions/neighborhoods with a deficit of primary care (e.g. community health worker credentials in rural communities and/or urban areas with high concentrations of residents with multiple adverse health indicators).
- Occupations with high projected growth and/or skills gap due to implementation of the Affordable Care Act.
- Innovations in serving the target populations and bringing services to scale (e.g. prior learning assessment technology that “translates” and maximizes veteran’s service experience; piloting of health care apprenticeship models; use of short-term stackable certificates leading to credentials).

**For this grant, the allowable use of funds is limited to delivery of training services, and work-based learning activities.** However, applicants will be required to demonstrate leverage of financial or in-kind contributions for the provision of program management, career counseling/case management, business services or other supports as necessitated by the program design. Successful applicants will ensure the creation of industry specific and/or regional coordination functions to maximize impact, leverage resources, and avoid duplication of services/activities.

### **C. Program Design**

The State Strategic Plan prioritizes the development of regional sector initiatives that build career ladder opportunities for California workers and job seekers. In an effort to serve the dislocated worker and veteran populations facing barriers to employment and address near and long-term employer skill needs, California is focusing on workforce and economic development in strategic industry sectors

This strategy concentrates on ongoing skills attainment through career pathway models focused on regional growth industries and drawing on lessons from the traditional apprenticeship model of preparing workers using a work-based learning approach and classroom training in alignment with industry-recognized standards and credentials. This strategy provides maximum employment outcomes through mobility among multiple employers within an industry sector and is a proven workforce development strategy for the long-term unemployed, veterans, and those with barriers to employment.

Applicants will be required to identify the regional health care occupational demand and job seeker skill gap(s) that will be addressed through the project. The State Board will fund projects/programs that demonstrate how these workforce challenges will be met through programs that include the following elements:

- Outreach and recruitment conducted through California’s One-Stop delivery system, as well as through veterans’ serving organizations, county CalWORKs programs, or other partners that serve the priority populations targeted by the applicant.

- Leveraged resources for assessment, vocational aptitude testing, career guidance, or counseling for participants to address barriers to employment.
- Enrollment in allied health and/or entry to mid-level occupational training that results in industry-recognized credentials and include work-based learning (e.g., internships, clinical rotations) or links to OJT.
- Multi-employer engagement in OJT and internship development, or other work-based learning activities developed with employers in the health care sector that leverage existing health care initiatives and LWIB industry strategies, California Community College Chancellor's Office (CCCCO) regional sectors of focus, or other regional or industry-specific partnerships, infrastructure, and capacities.
- Employer outreach conducted in partnership with LWIB business service representatives, labor representatives, private sector partners, community colleges, economic development entities, community-based organizations and other partners.
- Creation of industry-specific and/or regional coordination functions to maximize impact, leverage resources, and avoid duplication of services/activities.

#### **D. Program Activities**

The State Board's Strategic Plan prioritizes the development of "earn and learn" strategies and skills training as best practices in connecting job seekers to skilled employment and career opportunities. These strategies couple new employment opportunities with access to training and education, allowing workers to earn a paycheck while developing the skills necessary to transform short-term jobs into longer-term career pathways. This project aims to transition dislocated workers, especially the long-term unemployed, veterans, or other disadvantaged or disconnected job seekers, to employment via these models. Applicants are encouraged to propose projects that specifically address the State's priorities for these funds, including:

- Delivery of short-term (18 month or less) training in high-demand and/or emerging industry sectors, resulting in industry-valued credentials or certificates.
- Use of prior learning assessments and competency-based credit models.
- Integration of work-based learning opportunities that directly align with classroom training.
- Use of hiring incentives, including tax credits and on-the-job training.

Funding requested through this solicitation is intended to provide an augmentation to resources available to dislocated workers, and should be integrated into the full complement of program elements that are needed to address the skill gaps identified by the applicants. As such, partnerships, leveraging of resources, and coordination of activities and outcomes are critical components of a successful program. **Allowable uses of the funds granted through this solicitation include training that leads to industry-valued credentials and work-based learning activities.** Projects must:

- Provide skills training and work-based learning opportunities to California’s dislocated workers;
- Develop or expand training services that result in industry recognized credentials and integrate internships or other work-based learning opportunities; and/or
- Develop OJT programs with multiple employers from high-demand and/or emerging occupations in the health care sector.

***(For more information see: Appendix A – Program Activities Definitions)***

## **E. Funding**

Funding under this SFP is provided through U.S. Department of Labor Dislocated Worker Training National Emergency Grant (DWT NEG). The DWT NEG grant maximizes the allocation of administrative and program resources at both the state and local levels to ensure adequate capacity to deliver services to program participants. Up to 10% of the total grant award will be allocated for administration; 1.3% is budgeted for state administrative functions, and 8.7% will be allocated to sub-grantees for local program administration.

- |   |                       |
|---|-----------------------|
| • Total funding available                                   | \$1,760,000           |
| • Anticipated number of sub-grants                          | 4 – 8                 |
| • Award per sub-grantee                                     | \$220,000 - \$750,000 |
| • Total participants to be enrolled (statewide)             | 340                   |
| • Total participants to be enrolled in OJT only (statewide) | 85                    |

## **F. Eligible Participants**

This grant is designed to address the training and employment needs of California’s dislocated workers. Eligible participants in funded projects must meet the WIA definition of a Dislocated Worker. In addition, projects must prioritize dislocated workers within this category, including but not limited to:

- Long-term unemployed, defined as a dislocated worker per (WIA) with 27 weeks or more of unemployment.
- Likely to exhaust UI as identified by EDD or assessed by America’s Job Center of California/One-Stop staff or other service provider.
- Veterans and eligible veteran spouses.

## **G. Eligible Applicants**

Eligible applicants include LWIBs, educational entities, labor organizations, community-based organizations and industry organizations. Applicants must demonstrate experience with the fiscal, programmatic, and reporting requirements of Workforce Investment Act funds.

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## ***Partnerships***

Strong partnerships are an essential component of this project and will require the applicant to develop working relationships with both local and regional stakeholders. Applicants must demonstrate that a high level of coordination exists or that formalized linkages are in the process of being established. Successful applicants will demonstrate work with a broad mix of partners, including but not limited to:

- Local Workforce Investment Boards and America's Job Center of California/One-Stop.
- California Community Colleges (via the Sector Navigators) and/or other Eligible Training Provider List training providers.
- Coalitions of industry employers that create "economies of scale" for hiring commitments, internship development, and OJT placements.

## **H. Oversight & Coordination**

### ***Health Workforce Development Council***

The Health Workforce Development Council (HWDC), and the network that is represented in its membership, will serve in an oversight and advisory capacity for the implementation of California's DWT NEG program. The HWDC has conducted extensive planning and research activities, initially funded by a Patient Protection and Affordable Care Act of 2010 workforce development planning grant from the U.S. Department of Health and Human Services Health Resources and Services Administration. The HWDC membership represents partnerships and networks that are committed to seeking opportunities to implement their recommendations, which were adopted by the State Board and were captured in report titled *Report on Health Workforce Development Needs: Finding and Recommendations*.

### ***Local Workforce Investment Boards***

Local Workforce Investment Boards (LWIBs) are the central coordination point for local and regional workforce system activities, and will play an integral role in these projects. While LWIBs are not required to be the applicant for these funds, they should be partners in the development, coordination, and delivery of services. In particular, the LWIB can play a role in developing and validating labor market information and skill gap analyses in the health care sector, creating partnerships with employers, and the development of work-based learning opportunities. For regional partnerships where more than one LWIB is represented, applicants are required to develop a partnership agreement outlining roles and expectations for each partner LWIB.



## ***Learning Community***

The State Board is committed to implementing continuous improvement, innovation, and system change strategies, and as such will develop a Health Care Learning Community of sub-grantees, staff, and other key stakeholders. Sub-grantees and their program partners will access peer and expert technical assistance, share successful program models, and coordinate performance criteria and evaluation activities through the Learning Community.

### **I. Performance**

For this project, all applicants are required to meet the following performance targets for California.

<b>DWT-NEG PERFORMANCE TARGETS</b>	
Entered Employment	70.0%
Retention	89.5%
Average Earnings	\$19,178

In addition to the DOL required performance measures, sub-grantees will be required to develop performance targets/goals for the additional performance measures that have been adopted by the State Board. Targets will be negotiated with successful applicants. Additional performance measures include:

- Attainment of Industry-Valued Credentials
- Placement in Quality Jobs (living wage jobs)
- Placement in Targeted Industry Sectors
- Return on Investment
- Employer Engagement & Employer Investment
- Industry Sector Partnerships
- Alignment of Funding Streams

### **J. Program Evaluation**

EDD and the State Board will participate in the federal evaluation of program effectiveness, and must ensure that accurate data and records are made available as requested for the purposes of evaluation. Sub-grantees will be required to submit brief narrative reports on program progress and validate a client data-tracking dashboard, which will be made available to the Department of Labor and/or the program evaluators.

## Section 2      Significant Dates

EVENT	DATE*
Solicitation Release	October 2, 2013
Solicitation Questions Due	October 15, 2013
Solicitation Answers Released	Weekly on the State Board Website
Proposals Due (by 3:00 p.m.)	October 31, 2013
Proposal Review and Evaluation	November 1-8, 2013
Award Announcement	November 15, 2013
Program Start Date	December 1, 2013

**\*Note:** All dates after the final proposal submission deadline are approximate and may be adjusted as conditions dictate, without addendum to this SFP.

## Section 3      Proposal Submission Instructions

### Proposal Deadline

The deadline for the **receipt** of proposals is, **October 31, 2013, at 3 p.m. Pacific Daylight Savings Time. Late proposals will not be accepted.**

### Proposal Delivery Method and Addresses

Proposals must be submitted **electronically** in Portable Document Format (PDF) to:

Moreen Lane, Health Care Sector Manager  
[Moreen.Lane@cwib.ca.gov](mailto:Moreen.Lane@cwib.ca.gov)

### Proposal Questions

If you have questions regarding the instructions for the SFP, please send them to the State Board's Health Care Sector Manager at [Moreen.Lane@cwib.ca.gov](mailto:Moreen.Lane@cwib.ca.gov). Cumulative Q&A will be posted to the State Board's website on a weekly basis until the SFP is closed.

## Section 4 Required Proposal Content

### A. Minimum Requirements

All proposals must adhere to the required format and, in order to be competitive, must include all of the requested information, completed forms, and attachments. The proposal must meet the minimum requirements listed below. **Proposals that do not adhere to these requirements will be determined non-responsive and will not be scored or considered for funding.**

- Applicants must use the specific instructions and complete all requested forms.
- Applicants may only submit one application.

### B. Application Requirements

Proposal Narrative is limited to 10 pages, 1-inch margins, in a font no less than 12 point. Proposals that do not adhere to these requirements will be scored; however, a 3-point penalty will be assessed for those that do not meet this requirement.

## Section 5 Award and Contracting Process

### A. Proposal Requirements, Evaluation and Recommendation for Funding

The proposal narrative should address each of the sections outlined in the Proposal Elements Table. All proposals must include the required forms (SFP Form 1 – Budget Detail and SFP Form 2 – Participant Plan) and cover page. Proposal narrative must be no longer than 10 pages, excluding forms and cover page.

Proposals will be reviewed and prioritized by a panel of workforce and economic development subject matter experts, including representation from industry, labor and state agencies. The scoring value of each section of the SFP is included in the Proposal Elements Table below.

PROPOSAL ELEMENTS		
Section	Description	Points
I. Statement of	<ul style="list-style-type: none"><li>• Provide a snapshot of the regional health industry</li></ul>	10

Need	<p>sector including types of employers (e.g., hospitals, clinics, primary care providers) and industry growth projections.</p> <ul style="list-style-type: none"> <li>• Identify the high demand health occupations (due to growth and/or replacements) in the local/regional area that will be targeted under the grant.</li> <li>• Identify the regional skill shortages and how the project will address those shortages.</li> <li>• Describe the characteristics of the target populations (dislocated workers, veterans, long-term unemployed and other disadvantaged workers) being served. Include a summary profile of the reemployment barriers among the target populations and the implications on the project service design.</li> </ul>	
II. Regional Coordination and Partnerships	<ul style="list-style-type: none"> <li>• Identify the regional area being served by the grant, and the partners involved in the program design and delivery.</li> <li>• Describe how the applicant will partner with employers, educators, and other stakeholders, their roles in the project, and the expected outcomes for each partner.</li> <li>• Describe the role of the LWIB in the region in the partnership, and include a copy of the partnership agreement among them.</li> </ul>	10
III. Project Plan	<ul style="list-style-type: none"> <li>• Provide an overview of the project, number of participants to be served and anticipated performance outcomes for participants. Include outcomes for employers, innovation and system change goals as appropriate to the project.</li> <li>• Describe the project's sector strategy, career pathway approach, and participant/client flow.</li> <li>• Describe the strategy for outreach and recruitment of participants from the priority populations and other target populations for the project. Include the role for LWIB and America's Job Centers of</li> </ul>	20

	<p>California/One-Stops in outreach and recruitment.</p> <ul style="list-style-type: none"> <li>Describe the employer outreach and engagement approach, and the job placement strategy, including services to be provided to both participants and employers. If applicable, identify how state or local economic development resources and incentives will be used to create work-based learning opportunities, and for the hiring of successful program participants.</li> </ul>	
IV. Training and Work-Based Learning	<p><i>Note: Applicants may propose projects that include one or all of the allowable activities: training that results in industry-valued credentials; work-based learning (OJT, apprenticeship, paid work experience/internships).</i></p> <ul style="list-style-type: none"> <li>Describe the training to be provided, the industry-valued credentials that will be achieved for program participants. Include a description of how this training will be tailored to meet the needs and experience of the dislocated worker and priority population the project will target.</li> <li>Identify the employers that will be involved in the training, and their role in curriculum development/modification, development of student learning outcomes, or other training-related activities.</li> <li>Describe the work-based learning activities that the project will develop, including the duration and anticipated compensation for participants (wages, etc.).</li> <li>Describe the employer outreach and engagement strategy for work-based learning activities, and identify how work-based skill development will be measured.</li> <li>Describe how classroom-based training leading to industry-valued credentials and work-based learning activities will be coordinated (if applicable).</li> </ul>	30
V. Innovation	<ul style="list-style-type: none"> <li>Describe how the project will create new or adapt existing approaches or accelerate application of promising practices in workforce development and skill attainment. Examples include, but are not limited to: development of pre-apprenticeship training linked to a state-approved apprenticeship for those with barriers to employment; use of prior learning assessment technology; and/or use of short-term</li> </ul>	10

	stackable certificates leading to credentials.	
VI. System Change	<ul style="list-style-type: none"> <li>Describe how the project will leverage these sub-grants to incentivize adoption of proven strategies and innovations that are sustained beyond the grant period. Examples include, but are not limited to: employer funding commitments; integration of training into course catalogs; curriculum replication; and/or development of on-line learning or workforce tools.</li> </ul>	10
VII. Budget & Participant Plans	<ul style="list-style-type: none"> <li><i>Leveraged Resources</i> – Briefly describe the total project budget, amount of funding requested, the sources and use of leveraged resources for this project.</li> <li><i>Budget Detail (SFP Form 1 &amp; SFP Form 2)</i> – Applicants must provide detailed budget information for the grant proposal.</li> <li><i>Participant Plan (SFP Form 3)</i> – Applicants must provide participant information and goals.</li> </ul>	10
<b>Proposal narrative must not exceed 10 pages, not including required forms.</b>		
<b>Total Possible Points</b>		<b>100</b>

The ranked scores will serve as the primary basis for making recommendations for funding in conjunction with other factors such as geographic distribution of funds, uniqueness, and innovative aspects of the proposal. Only those proposals deemed to be meritorious and in the best interests of the State will be recommended for funding.

## **B. Notification of Recommendation for Funding**

Following the selection of proposals to be funded, notification will be placed on the State Board Website and applicants will be notified of the funding decisions. The State expects that the award decisions will be announced on November 15, 2013.

## **C. Contracting**

The EDD staff will contact the awardees to finalize contract details. In some cases, the State Board may request that the contracts incorporate changes to the original project proposals.

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After the contract negotiations, if any, the EDD will mail the sub-grant agreement (contract) to the awardees for signature. All awardees must comply with the sub-grant General Provisions and Standards of Conduct for each of the fund sources awarded under this SFP. The WIA General Provisions and Standards of Conduct are contained in Appendix C.

The State expects the contract negotiations to begin in November 2013, with a project start date as early as December 1, 2013.

Awardees are advised to consider whether official action by a County Board of Supervisors, City Council, or other similar decision-making body will be necessary before agreeing to accept funds awarded under this SFP. The time needed for such official action will affect the awardees ability to meet the earliest project start date in December 2013.

The California Employment Development Department (EDD) will serve as the administrative agent for the contracts between the State Board and the Sub-grantee.

## **Section 6      Appeal Process**

A proposal will be disqualified for not meeting the minimum requirements and an appeal of that disqualification decision may be filed. There is no appeal process for not meeting the proposal submission deadline. Final funding decisions cannot be appealed. The minimum requirements, which are listed in of the SFP, are those conditions that must be met in order for the proposal to be forwarded for evaluation and scoring.

The State Board will mail disqualification letters to applicants no later than November 4, 2013. Any appeals must be received in the State Board office by 4:00 p.m. on November 11, 2013. The appellant must submit the facts in writing. The review will be limited to the information provided in writing.

To be considered for review, the appeal must contain the following information:

- The full name, address, and telephone number of the appealing party.
- A brief statement of the reasons for appeal, including citations to the SFP and any other pertinent documents.
- A statement of the relief sought.
- Original signature of the authorized signatory authority of the organization.

The appellant must provide a copy of the appeal letter and the supporting documents to the State Board. The State Board will respond in writing to the appeals by November 13, 2013. The review will be limited to determining whether the proposal met the minimum criteria of the SFP.

Appeals must be submitted to:

Mail to:	Attention:
	DWT NEG Appeals
	California Workforce Investment Board
	777 12 <sup>th</sup> Street, Suite 200
	Sacramento, CA 95814

## **Section 7      Administrative Requirements**

### **A.    Monitoring and Audits**

Sub-grantees will be monitored and/or audited by the State, in accordance with existing policies, procedures, and requirements governing the use of WIA funds. Sub-grantees are expected to be responsive to all reviewers' requests, provide reasonable and timely access to records and staff, facilitate access to subcontractors, and communicate with reviewers in a timely and accurate manner.

Awardees that are units of local government, or non-profit entities as defined by OMB Circular A-133, must ensure that audits required under OMB guidelines are performed and submitted when due. Organizations that are sub-recipients under WIA Title I and that expend more than the minimum level specified in OMB Circular A-133 (\$500,000 as of January 1, 2004) must have either an organization-wide audit conducted in accordance with OMB Circular A-133 or a program specific financial and compliance audit.

### **B.    Record Keeping**

Awardees will be required to maintain project and fiscal records sufficient to allow federal, state, and local reviewers to evaluate the project effectiveness and proper use of funds. The record keeping system must include both original and summary (e.g., computer generated) data sources. Awardees will retain all records pertinent to this contract for a period of three years from the date of final payment of this contract.



### **C. Reporting**

Sub-grantees must have the capability to report expenditures, participant, and outcome data to the State, in a manner that is timely, thorough and accurate. The State has developed the Job Training Automation (JTA) system for reporting data collected by sub-grantees. It should be noted that a replacement system for JTA will be implemented during the life of this grant. Sub-grantees will be required to have the approved emulation software for this purpose. The State will provide training on how to use the JTA system. See Appendix D for the JTA minimum computer hardware and software requirements.

Sub-grantees will be required to submit monthly financial reports using the standard JTA system data elements including project activities and expenditures. Upon closeout of the project an End of Project report is required.

### **D. Closeout**

A sub-grant/line item closeout will be required 60 days after the completion of the grant period. WIA Directive WIAD06-3, [http://www.edd.ca.gov/jobs\\_and\\_training/pubs/rwsd09-12.pdf](http://www.edd.ca.gov/jobs_and_training/pubs/rwsd09-12.pdf) WIA Closeout Handbook, provides specific instructions for closeout. Applicants should include costs associated with closeout activities into the budget plan.

### **E. Compliance**

All funds are subject to their related State and federal statutory and regulatory requirements. These requirements are detailed in governing documents that include, but are not limited to, the WIA and its associated federal regulations, including Title 29 of the Code of Federal Regulations, State and federal WIA directives, and OMB Circulars.

### **G. Evaluation**

The State may pursue a statewide evaluation of the projects awarded through this SFP. In the event that a statewide evaluation is implemented, the applicant will be required to participate in that evaluation by providing requested data and information. Therefore, all award recipients are expected to document lessons learned, and effective/promising practices ascertained through this project.

## APPENDIX A

### Project Activities Definitions

Program Activities	
<b>Training</b>	<p>Training activities must lead to credentials in high-demand occupations. Such training should also have a linkage to employment, such as internships or work experience, where feasible. Such activities may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Contracts for classroom training with an institution of higher education, or other eligible training providers if the state/local project operator determines that it would facilitate the training of multiple individuals in high-demand occupations and such contract does not limit customer choice.</li> <li>• The provision of remedial training, as necessary for, and connected to, the attainment of an advanced credential. Stand-alone remedial training, or a General Educational Development (GED) certificate only, are not allowable activities.</li> </ul> <p>Sub-grantees must limit training providers to those listed in their Eligible Training Provider List (ETPL).</p>
<b>Industry-Valued Credentials</b>	<p>An industry-valued credential is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation (such as Medical Assistant). These technical or occupational skills are generally based on standards developed or endorsed by targeted industry employers.</p> <p>Credential attainment is not required to be a part of work-based learning (see following section below). However, sub-grantees are strongly encouraged to prioritize work-based opportunities that also include a formal training component that leads to a credential.</p>
<b>Work-Based Learning</b>	<p>For purposes of this solicitation, work-based learning includes on the job training, apprenticeship training programs, and Paid Work Experience (Internships).</p> <ul style="list-style-type: none"> <li>• <b><i>On-the-Job Training (OJT)</i></b></li> </ul> <p>California has a federal waiver for the reimbursement rates to employers for the cost of OJT. The waiver increased the flexibility in the use of Workforce Investment Act (WIA) formula funds by permitting up to 90 percent reimbursement of the extraordinary costs of OJT.</p>

	<p>Reimbursement is provided on a sliding scale, based on employer size:</p> <ul style="list-style-type: none"> <li>▪ Up to 90 percent for employers with 50 or fewer employees;</li> <li>▪ Up to 75 percent for employers with 51 to 250 employees; and</li> <li>▪ Reimbursement remains at the 50 percent statutory level for employers with more than 250 employees.</li> </ul> <p>• <b><i>Apprenticeship Training Programs</i></b></p> <p>The utilization of state approved apprenticeship training programs that allow workers to build skills while working. Funds may be used to provide pre-apprenticeship or apprenticeship training to eligible participants; these programs must be coordinated with a state approved apprenticeship certified through the California Division of Apprenticeship Standards.</p> <p>• <b><i>Paid Work Experience (Internships)</i></b></p> <p>Paid work experience as a component to structured training programs may be utilized to transition program participants into the work place.</p>
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## **APPENDIX B**

### **Administrative Cost Definitions**

There is an administrative cost limit of ten percent of the total funds awarded under this contract.

All local grant recipients and lower tier sub-recipients must follow the federal allowable cost principles that apply to their type of organization. The Department of Labor (DOL) regulations at 29 Code of Federal Regulations (CFR) 95.27 and 29 CFR 97.22 identify the federal principles for determining allowable costs that must be followed.

Although administrative in nature, costs of information technology—computer hardware and software—needed for tracking and monitoring of Workforce Investment Act (WIA) program, participant, or performance requirements; or for collecting, storing and disseminating information, are excluded from the administrative cost limit calculation.

- A. The cost of administration is that allocable portion of necessary and reasonable allowable costs of direct grant recipients, as well as, local grant recipients, local grant sub-recipients, local fiscal agent, and which are not related to the direct provision of WIA services, including services to participants and employers. These costs can be both personnel and non-personnel, and both direct and indirect.
- B. The costs of administration are the costs associated with performing the following functions:
  - 1. Performing the following overall general administrative functions and coordination of those functions under WIA Title I:
    - i. Accounting, budgeting, financial and cash management functions
    - ii. Procurement and purchasing functions
    - iii. Property management functions
    - iv. Personnel management functions
    - v. Payroll functions
    - vi. Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports
    - vii. Audit functions
    - viii. General legal services functions
    - ix. Developing systems and procedures, including information systems,

required for these administrative functions

1. Performing oversight and monitoring responsibilities related to WIA administrative functions.

Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space. Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIA systems.

2. Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems.

C.

1. Awards to sub-recipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.
2. Personnel and related non-personnel costs of staff who perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
3. Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.
4. Except as provided at paragraph (c)(1), all costs incurred for functions and activities of sub-recipients and vendors are program costs.
5. Costs of the following information systems including the purchase, systems development and operating (e.g., data entry) costs are charged to the program category:
  - (i) Tracking or monitoring of participant and performance information
  - (ii) Employment statistics information, including job listing information, job skills information, and demand occupation information
  - (iii) Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities

- (iv) Local area performance information
  - (v) Information relating to supportive services and unemployment insurance claims for program participants
6. Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.

## **APPENDIX C**

### **General Provisions and Standards of Conduct**

#### **1. Compliance**

In performance of this sub-grant agreement, Sub-grantee will fully comply with:

- a) The provisions of the WIA and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b) All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
- c) The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs
- d) Sub-grantee will ensure diligence in managing programs under this sub-grant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Sub-grantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

This sub-grant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This sub-grant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Sub-grantor and the Sub-grantee. Sub-grantee represents and warrants it is free to enter into and fully perform this sub-grant agreement.

#### **2. Certification / Assurances**

Except as otherwise indicated, the following certifications apply to all Sub-grantee's.

- a) Corporate Registration: The Sub-grantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b) The Sub-grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c) Sectarian Activities: The Sub-grantee certifies that this sub-grant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination

whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

- d) National Labor Relations Board: The Sub-grantee (if not a public entity), by signing this sub-grant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Sub-grantee within the immediately preceding two-year period because of Sub-grantee's failure to comply with an order of a federal court, which orders the Sub-grantee to comply with an order of the National Labor Relations Board (PCC10296).
- e) Prior Findings: Sub-grantee, by signing this sub-grant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous sub-grant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f) Drug-Free Workplace Certification: By signing this sub-grant agreement the Sub-grantee hereby certifies under penalty of perjury under the laws of the State of California that the Sub-grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - (2) Establish a Drug-Free Awareness Program as required to inform employees about: The dangers of drug abuse in the workplace; the person's or organization's policy of maintaining a drug-free workplace; any available counseling, rehabilitation and employee assistance programs; and, penalties that may be imposed upon employees for drug abuse violations.
  - (3) Every employee who works on this sub-grant agreement will:
    - Receive a copy of the company's drug-free policy statement; and,
    - Agree to abide by the terms of the company's statement as a condition of employment on the sub-rant/contract.
- g) Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Sub-grantee recognizes and acknowledges:
  - (1) The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings



assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

- h) Debarment and Suspension Certification: By signing this sub-grant agreement, the Sub-grantee hereby certifies under penalty of perjury under the laws of the State of California that the Sub-grantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transitions by any federal department or agency.
  - (2) Have not within a three-year period preceding this sub-grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
  - (4) Have not within a three year period preceding this sub-grant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Sub-grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i) Lobbying Restrictions: By signing this sub-grant agreement the Sub-grantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
- (1) No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this sub-grant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of the lobbying restrictions be included in the award documents for sub-grant agreement transactions over \$100,000 (per OMB) at all tiers (including sub-grant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j) Priority Hiring Considerations:

If this sub-grant includes services in excess of \$200,000, the Sub-grantee shall give priority consideration in filling vacancies in positions funded by the sub-grant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code § 10353.

k) Sweat-free Code of Conduct:

- 1) All Sub-grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Sub-grantee further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations Web site located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- 2) The Sub-grantee agrees to cooperate fully in providing reasonable access to the sub-grantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Sub-grantor, the Department of Industrial Relations, or the Department of Justice to determine the Sub-grantees' compliance with the requirements under paragraph a of the Sweat-free Code of Conduct.
- l) Unenforceable Provision: In the event that any provision of this sub-grant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this sub-grant agreement have force and effect and shall not be affected hereby.
  - m) Nondiscrimination Clause
    - 1) The conduct of the parties to this sub-grant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188. In addition:
      - (a) As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 

Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially

assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

(b) This Sub-grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the sub-grant agreement.

(c) This Sub-grantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

n) Indemnification:

1) The following provision applies only if the Sub-grantee is a governmental entity: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

2) The following provision applies only if the Sub-grantee is a non-governmental entity: The Sub-grantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Sub-grantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Sub-grantee in the performance of this sub-grant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this sub-grant agreement or termination of this sub-grant agreement or both, and the Sub-grantee may be ineligible for award of future state sub-grant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

o) Salary and Bonus Limitations: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors

including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

- p) Clean Air and Water Act: For sub-grants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

### 3. Standards of Conduct

The following standards apply to all Sub-grantees.

- a) General Assurance: Every reasonable course of action will be taken by the Sub-grantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This sub-rant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Sub-grantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b) Avoidance of Conflict of Economic Interest: An executive or employee of the Sub-grantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Sub-grantee or Sub-grantor: Supplies, materials, equipment or services purchased with sub-grant agreement funds will be used solely for purposes allowed under this sub-grant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

### 4. Coordination

Sub-grantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Sub-grantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this sub-grant agreement.

#### 5. Subcontracting

- a) Any of the work or services specified in this sub-grant agreement which will be performed by other than by the Sub-grantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b) The Sub-grantee will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c) The system for awarding contracts will contain safeguards to insure that the Sub-grantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

#### 6. Insurance

Except for city and county governmental entities, Sub-grantees must provide the Sub-grantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the sub-grant agreement for identification purposes.

- a) Sub-grantee will obtain a fidelity bond in an amount of not less than the total amount of the award, prior to the receipt of funds under this sub-grant agreement. If the bond is canceled or reduced, Sub-grantee will immediately so notify the Sub-grantor. In the event the bond is canceled or revised, the Sub-grantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b) Sub-grantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c) Sub-grantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Sub-grantee or its agents in performance of this sub-grant agreement, or, in the event that the Sub-grantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this sub-grant agreement, Sub-grantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d) Sub-grantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Sub-grantee and all participants

enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.

- e) The Sub-grantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this sub-grant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:

- (1) Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Sub-grantee to:

WIA - Financial Management Unit  
Employment Development Department  
P. O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

- (2) State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this sub-grant agreement are concerned.

- (3) The State of California is not responsible for payment of premiums or assessments on this policy

## 7. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this sub-grant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

## 8. Funding

It is mutually understood between the parties that this sub-grant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the sub-grant agreement was executed after that determination was made.

This sub-grant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this sub-grant

agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this sub-grant agreement for the purposes of this program. In addition, this sub-grant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this sub-grant agreement in any manner.

- a) At the expiration of the terms of this sub-grant agreement or upon termination prior to the expiration of this sub-grant agreement, funds not obligated for the purpose of this sub-grant agreement will be immediately remitted to the Sub-grantor, and no longer available to the Sub-grantee.
- b) The Sub-grantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Sub-grantee is given prompt notice and the opportunity for an informal review of the Sub-grantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Sub-grantee or a Subcontractor of the Sub-grantee to comply with the provisions of this sub-grant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

#### 9. Accounting and Cash Management

- a) Sub-grantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Sub-grantee and disbursed by the Sub-grantee, under this sub-grant agreement.
- b) Sub-grantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Sub-grantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c) The Sub-grantor retains the authority to adjust specific amounts of cash requested if the Sub-grantor's records and subsequent verification with the Sub-grantee indicate that the Sub-grantee has an excessive amount of cash in its account.



- d) Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Sub-grantor. Sub-grantee will account for any such generated income separately.
- e) Sub-grantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this sub-grant agreement, will be made by check or wire transfer payable to the Sub-grantee for deposit in Sub-grantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Sub-grantee. The Sub-grantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

#### 10. Amendments

This sub-grant agreement may be unilaterally modified by the Sub-grantor under the following circumstances:

- a) There is an increase or decrease in federal or state funding levels.
- b) A modification to the Sub-grant is required in order to implement an adjustment to a Sub-grantee's plan.
- c) Funds awarded to the Sub-grantee have not been expended in accordance with the schedule included in the approved Sub-grantee's plan. After consultation with the Sub-grantee, the Sub-grantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Sub-grantor.
- d) There is a change in state and federal law or regulation requiring a change in the provisions of this sub-grant agreement.
- e) An amendment is required to change the Sub-grantees' name as listed on this sub-grant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this sub-grant agreement may be amended only in writing by the mutual agreement of both parties

#### 11. Reporting

Sub-grantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Sub-grantor. All expenditure

reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

## **12. Termination**

This sub-grant agreement may be terminated in whole or in part for either of the two following circumstances:

- a) Termination for Convenience - Either the Sub-grantor or the Sub-grantee may request a termination, in whole or in part, for convenience. The Sub-grantee will give a ninety- (90) calendar-day advance notice in writing to the Sub-grantor. The Sub-grantor will give a ninety (90) calendar-day advance notice in writing to the Sub-grantee.
  - b) Termination for Cause - The Sub-grantor may terminate this sub-grant agreement in whole or in part when it has determined that the Sub-grantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.
- (1) All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

### **Notices to the Subgrantee will be addressed to:**

Financial Management Unit  
Workforce Investment Division  
Employment Development Department P. O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

## **13. Records**

- a) If participants are served under this sub-grant agreement, the Sub-grantee will establish a participant data system as prescribed by the Sub-grantor.
- b) Sub-grantee will retain all records pertinent to this sub-grant agreement for a period of three years from the date of final payment of this sub-grant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Sub-grantee will retain the records until the resolution of such litigation or audit.
- c) The Sub-grantor and/or the U. S. DOL, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to

programs funded by this sub-grant agreement. For purposes of this section, “access to” means that the Sub-grantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Sub-grantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the sub-grant. Sub-grantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Sub-grantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

#### 14. Audits

- a) The Sub-grantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).
- b) The Sub-grantee and/or auditors performing monitoring or audits of the Sub-grantee or its sub-contracting service providers will immediately report to the Sub-grantor any incidents of fraud, abuse or other criminal activity in relation to this sub-grant agreement, the WIA, or its regulations.

#### 15. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Sub-grantee will be liable for and will repay, to the Sub-grantor, any amounts expended under this sub-grant agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

#### 16. Conflicts

- a) Sub-grantee will cooperate in the resolution of any conflict with the U. S. DOL that may occur from the activities funded under this agreement.
- b) In the event of a dispute between the Sub-grantor and the Sub-grantee over any part of this sub-rant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Sub-grantor and the Sub-grantee. An election for arbitration pursuant

to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

#### 17. Grievances and Complaint System

Sub-grantee will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statutes, regulations and policy.

#### 18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Sub-grantee under this sub-grant agreement, will be disposed of in accordance with the direction of the Sub-grantor. In addition, any tools and/or equipment furnished to the Sub-grantee by the Sub-grantor and/or purchased by the Sub-grantee with funds pursuant to this sub-grant agreement will be limited to use within the activities outlined in this sub-grant agreement and will remain the property of the United States Government and/or the Sub-grantor. Upon termination of this sub-grant agreement, Sub-grantee will immediately return such tools and/or equipment to the Sub-grantor or dispose of them in accordance with the direction of the Sub-grantor.

#### 19. Intellectual Property Provisions

##### a) Federal Funding

In any sub-grant funded in whole or in part by the federal government, Sub-grantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the sub-grant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

##### b) Ownership

(1) Except where Sub-grantor has agreed in a signed writing to accept a license, Sub-grantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Sub-grantee or Sub-grantor and which result directly or indirectly from this sub-grant agreement.

- (2) For the purposes of this sub-grant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Sub-grantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this sub-grant agreement, Sub-grantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this sub-grant agreement. In addition, under this sub-grant agreement, Sub-grantee may access and utilize certain of Sub-grantor's intellectual property in existence prior to the effective date of this sub-grant agreement. Except as otherwise set forth herein, Sub-grantee shall not use any of Sub-grantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Sub-grantor. Except as otherwise set forth herein, neither the Sub-grantee nor Sub-grantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this sub-grant agreement, Sub-grantee accesses any third-party Intellectual Property that is licensed to Sub-grantor, Sub-grantee agrees to abide by all license and confidentiality restrictions applicable to Sub-grantor in the third-party's license agreement.

- (4) Sub-grantee agrees to cooperate with Sub-grantor in establishing or maintaining Sub-grantor's exclusive rights in the Intellectual Property, and in assuring Sub-grantor's sole rights against third parties with respect to the Intellectual Property. If the Sub-grantee enters into any agreements or subcontracts with other parties in order to perform this sub-grant agreement, Sub-grantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Sub-grantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, sub-grantee or sub-grantor and which result directly or indirectly from this sub-grant agreement or any subcontract.
- (5) Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this sub-grant agreement, the requirement for the Sub-grantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to sub-grant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6) Sub-grantee further agrees to assist and cooperate with Sub-grantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Sub-grantor's Intellectual Property rights and interests.

c) Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Sub-grantee or Sub-grantor and which result directly or indirectly from this sub-grant agreement, Sub-grantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this sub-grant agreement. Sub-grantee hereby grants to Sub-grantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Sub-grantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this sub-grant, unless Sub-grantee assigns all rights, title and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Sub-grantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this sub-grant agreement, provided that Sub-grantee's user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Sub-grantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d) Copyright

- (1) Sub-grantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Sub-grantee in connection with Sub-grantee's performance of this sub-grant agreement shall be deemed "works made for hire." Sub-grantee further agrees that the work of each person utilized by Sub-grantee in connection with the performance of this sub-grant agreement will be a "work made for hire," whether that person is an employee of Sub-grantee or that person has entered into an agreement with Sub-grantee to perform the work. Sub-grantee shall enter into a written agreement with any such person that: (i) all work performed for Sub-grantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Sub-grantor to any work product made, conceived, derived from or reduced to practice by Sub-grantee or Sub-grantor and which result directly or indirectly from this sub-grant agreement.
- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this sub-grant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Sub-grantee or Sub-grantor and which result directly or indirectly from this sub-grant agreement-.

e) Patent Rights

With respect to inventions made by Sub-grantee in the performance of this sub-grant agreement, which did not result from research and development specifically included in the Sub-grant's scope of work, Sub-grantee hereby grants to Sub-grantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the sub-grant agreement's scope of work, then Sub-grantee agrees to assign to Sub-grantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Sub-grantor in securing United States and foreign patents with respect thereto.

f) Third-Party Intellectual Property

Except as provided herein, Sub-grantee agrees that its performance of this sub-grant agreement shall not be dependent upon or include any Intellectual Property of Sub-grantee or third party without first: (i) obtaining Sub-grantor's prior written approval; and (ii) granting to or obtaining for Sub-grantor's, without additional compensation, a license, as described in **paragraph nineteen c)**, for any of Sub-grantee's or third-party's Intellectual Property in existence prior to the effective date of this sub-grant agreement. If such a license upon these terms is unattainable, and Sub-grantor determines that the Intellectual Property should be included in or is required for Sub-grantee's performance of this sub-grant agreement, Sub-grantee shall obtain a license under terms acceptable to Sub-grantor.

g) Warranties

(1) Sub-grantee represents and warrants that:

- (a) It has secured and will secure all rights and licenses necessary for its performance of this sub-grant agreement.
- (b) Neither Sub-grantee's performance of this sub-grant agreement, nor the exercise by either Party of the rights granted in this sub-grant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Sub-grantee or Sub-grantor and which result directly or indirectly from this sub-grant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Sub-grantee.
- (c) Neither Sub-grantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.



- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Sub-grantor in this sub-grant agreement.
  - (g) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this sub-grant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Sub-grantee's performance of this sub-grant agreement.
- (2) SUBGRANTOR MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h) Intellectual Property Indemnity

- (1) Sub-grantee shall indemnify, defend and hold harmless Sub-grantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Sub-grantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Sub-grantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Sub-grantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Sub-grantee or Sub-grantor and which result directly or indirectly from this sub-grant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this sub-grant agreement. Sub-grantor reserves the right to participate in and/or

control, at Sub-grantee's expense, any such infringement action brought against Sub-grantor.

- (2) Should any Intellectual Property licensed by the Sub-grantee to Sub-grantor under this sub-grant agreement become the subject of an Intellectual Property infringement claim, Sub-grantee will exercise its authority reasonably and in good faith to preserve Sub-grantor's right to use the licensed Intellectual Property in accordance with this sub-grant agreement at no expense to Sub-grantor. Sub-grantor shall have the right to monitor and appear through its own counsel (at Sub-grantee's expense) in any such claim or action. In the defense or settlement of the claim, Sub-grantee may obtain the right for Sub-grantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Sub-grantor may be entitled to a refund of all monies paid under this sub-grant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Sub-grantee agrees that damages alone would be inadequate to compensate Sub-grantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Sub-grantee. Sub-grantee acknowledges Sub-grantor would suffer irreparable harm in the event of such breach and agrees Sub-grantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i) Survival

The provisions set forth herein shall survive any termination or expiration of this sub-grant agreement or any project schedule.

20. Confidentiality Requirements

The State of California and the Sub-grantee will exchange various kinds of information pursuant to this sub-grant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental

Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Sub-grantor and Sub-grantee agree that:

- a) Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a “need-to-know” basis.
- b) Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c) The Sub-grantee agrees that information obtained under this sub-grant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
  - i. Aggregate Summaries: All reports and/or publications developed by the Sub-grantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
  - ii. Publication: Prior to publication, Sub-grantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  - iii. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d) Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e) The Sub-grantee shall notify Sub-grantor’s Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Sub-grantee shall cooperate with the Sub-grantor in any investigation or security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately

removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Sub-grantee learns of a breach in the security of the system which contains confidential data obtained under this Sub-grant, then the Sub-grantee must provide notification to individuals pursuant to Civil Code section 1798.82.

- f) The Sub-grantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Sub-grant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g) At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h) Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i) Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j) Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k) If the Sub-grantor or Sub-grantee enters into an agreement with a third party to provide WIA services, the Sub-grantor or Sub-grantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l) The Sub-grantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls

in CalJOBS<sup>SM</sup>. Sub-grantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Sub-grant, the confidentiality requirements of paragraph 20 of this Sub-grant and any other terms of this Sub-grant that may be applicable. In addition, the following requirements must be included in the subcontracts:

- (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES<sub>1</sub> data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS<sup>SM</sup>, social security numbers must be destroyed within two days after the client registers for CalJOBS<sup>SM</sup>. If a subcontractor obtains confidential information as an agent of the sub-grantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The Sub-grantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b)(2).)
- (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
- (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS<sup>SM</sup>, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the One-Stop or for CalJOBS<sup>SM</sup>, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.

(4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seek and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

(5) When the Sub-grantor modifies State automated systems such as the State CalJOBS<sup>SM</sup> System, it shall provide reasonable notice of such changes to the Sub-grantee. The Sub-grantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.

m) Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUB-GRANTOR

Annette Wolfgang

Address: P.O. Box 826880, MIC 69

Sacramento, CA 94280-0001

Telephone: (916) 653-5955

Fax: (916) 654-9586

FOR THE SUB-GRANTEE

Name:

Title:

Telephone:

Fax:

21. Signatures

This sub-grant agreement is of no force and effect until signed by both of the parties hereto. Sub-grantee will not commence performance prior to the beginning of this sub-grant agreement.

## APPENDIX D

### Job Training Automation System Hardware and Software Requirements

The States minimum computer hardware and software requirements are imposed for compatibility with the State Job Training Automation (JTA) system. The following products meet the new information security requirements and will be supported by the JTA Help Desk:

Vandyke Secure CRT and Secure FX

[www.vandyke.com/products/securecrt/index.html](http://www.vandyke.com/products/securecrt/index.html)

Attachmate EXTRA! Extreme 8.0

[www.attachmate.com/en-US/Products/Terminal+Emulation/Extra/extra.htm](http://www.attachmate.com/en-US/Products/Terminal+Emulation/Extra/extra.htm)

The Workforce Investment Division does not require the use of the above products, but has tested and can provide technical support for these products for the purpose of JTA access. **Please refer to Workforce Investment Act Information Bulletin WIAB05-29 for detailed information.**

#### 1. Hardware Requirements:

Pentium-based PC with at least 128 MB RAM

**AND**

A dedicated phone line, and

A modem (9600 bps or higher)

**OR**

A DSL, Cable, T1 or other high-speed Internet connection, and

A Network Interface Card (NIC)

#### 2. Operating System (OS) Requirements (one of the following):

MS Windows 98

MS Windows NT

MS Windows 2000

MS Windows XP Home Edition

MS Windows XP Professional Edition

#### 3. Communication Package Requirements:

Attachmate EXTRA! Extreme 8.0

Vandyke Secure CRT/Secure FX

other (please specify): \_\_\_\_\_

#### 4. Printer Requirements:

Hewlett-Packard (HP) compatible printer